

Exhibit 4

I R E L L & M A N E L L A L L P

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September 13, 2004

VIA E-MAIL

Leora Ben-Ami, Esq.
Kaye Scholer LLP
425 Park Avenue
New York, NY 10022-3598

Re: License Agreement between Columbia University and Genetics Institute

Dear Ms. Ben-Ami:

I am writing to follow up with respect to the status of the License Agreement between The Trustees of Columbia University in the City of New York ("Columbia") and Genetics Institute ("GI") dated as of July 31, 1990. In light of the Covenant Not to Sue that Columbia filed on September 1, 2004, Columbia withdraws the notice of termination dated March 9, 2004, except with respect to GI's failure to pay all annual fees due under the License Agreement. Because GI did not timely cure its failure to pay all annual fees owed to Columbia, GI's License Agreement was terminated pursuant to Section 5(b) thirty days after GI's receipt of the notice. That termination remains in place.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



David I. Gindler

DIG:mc